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AKA ICE CUBE, AND JEFF KWATINETZ

## UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA

BIG3 BASKETBALL, LLC, a limited  
liability company; O'SHEA  
JACKSON a/k/a ICE CUBE, an  
individual; and JEFF KWATINETZ,  
an individual;

Plaintiff,

vs.

Ahmed Al-Rumaihi, an individual;  
Ayman Sabi, an individual; DOES 1-  
100,

Defendants.

**CASE NO.: 2:18-cv-03466-DMG-SK**

Assigned for all purposes to  
Hon. Dolly M. Gee

### **SECOND AMENDED COMPLAINT FOR DAMAGES:**

- 1. DEFAMATION *Per Quod* [Civ. Code § 44]**
- 2. DEFAMATION *PER SE* [Civ. Code § 46]**
- 3. TRADE LIBEL**
- 4. INTENTIONAL INTERFERENCE  
WITH PROSPECTIVE ECONOMIC  
RELATIONS**

### **DEMAND FOR JURY TRIAL**

## I. SUMMARY

1. Plaintiffs Big3 Basketball LLC (“Big3”), O’Shea Jackson a/k/a Ice Cube, and Jeff Kwatinetz (Big3, Ice Cube, and Mr. Kwatinetz collectively referenced as “Plaintiffs”) bring this action against Defendants Ahmed Al-Rumaihi (“Al-Rumaihi”), Ayman Sabi (“Sabi”) and DOES 1-100 for Defamation *Per Quod*, Defamation *Per Se*, Trade Libel, and Intentional Interference with Prospective Economic Relations.

2. Big3 was the brainchild of founders and plaintiffs Ice Cube and Mr. Kwatinetz, who had worked together on the format, rules, and strategy for the league for over a year before ever discussing Big3 with anyone outside of their company.

3. The league was to take the most popular played sport in the world, 3 on 3 basketball, from the playground to the professional setting of NBA style arenas and broadcast games on international and domestic television in a unique “festival” format. Ice Cube and Mr. Kwatinetz each deployed significant capital and resources, worked tirelessly turning down numerous other lucrative opportunities, and drew on their vast array of relationships and experiences in the live entertainment, legal, television, and other media fields to set up Big3 as a rare opportunity. It would not be an overstatement to say Big3 was the culmination of their total lives’ work.

4. Ice Cube and Mr. Kwatinetz then set up to execute their dream and began to raise additional capital and began staffing the league from Commissioner on down to ball boys. Much to their delight and to the surprise of many in the sports world, the league’s initial games in June 2017 were a resounding success. Now that Ice Cube and Mr. Kwatinetz’s vision was vindicated, Big3 immediately attracted many new sources of financing to expand on the league.

5. Touting their love of basketball and familial connections and relationships with the royal Al-Thani Family in the State of Qatar, and thus access to vast resources and capital, Defendants Al-Rumaihi and Sabi were brought to the Big3 as passive investors and introduced by the league’s former president and

1 commissioner, himself just hired less than a year before.

2 6. Counter to expectations regarding these passive investors, to agreements  
3 signed and promises made, and certainly an aberration from the decent behavior of  
4 Big3's initial investment group, the Al-Thani "Royal" Defendants quickly started to  
5 insinuate themselves into the affairs of Big3 despite failing to live up to even their  
6 most basic obligation to fully fund their investment.

7 7. Although constantly boasting of the Al Thani's and their individual  
8 "massive wealth and power," Defendants' aberrant behavior continued throughout the  
9 10-week season culminating in Al-Rumaihi single-handedly losing \$700,000 in cash  
10 gambling after the Las Vegas league finals in a mere few hours at casino tables in the  
11 presence of Big3 staff, investors and players all the while Defendants still refused to  
12 pay the millions of dollars they indisputably owed and admitted to owing Big3.

13 8. These members and associates of the royal family made excuse after  
14 excuse for not paying, all of which is documented in text messages and emails, where  
15 the blame for their failure to fund the millions they owed BIG3 ran the gamut from  
16 their "**sinuses**," "**hiking**," it being a "**long day bro**," and to bad press regarding Qatar  
17 associations with alleged funding of terrorism. Also, like a simple debtor in hiding  
18 from a collection agency, these Defendants with their purported links to the Qatar  
19 royal family, would go into hiding, refuse to return phone calls and ignore Plaintiffs.

20 9. Later, Defendants made their true intentions clear when they stated they  
21 would only pay what they owed if they were given a substantially larger equity  
22 position along with operating entitlements in Big3, instead of the small, passive,  
23 minority stake they were required, but failed to fund.

24 10. Through subsequent investigation, Plaintiffs learned that Defendants  
25 were falsely bragging about "operating the league," and how they were friends with  
26 Big3 celebrity investors as well as Big3 and NBA basketball stars and legends. Oddly,  
27 following the season, Defendants even rented three mansions in the Los Angeles area,  
28

1 in Venice, Malibu and Beverly Hills, so they could be near the Big3 founders and  
2 employees to further insinuate themselves into their lives.

3 11. To maintain the façade of involvement with the league, and to increase  
4 their influence, Defendants targeted certain, now former, Big3 employees with gifts  
5 including trips to St. Tropez and Ibiza, parties on Yachts, expensive meals, use of their  
6 exotic cars, invitations to parties at their Los Angeles mansions, and investments in  
7 personal business projects unrelated to Big3.

8 12. As it turns out, Defendants were deeply concerned with the rapidly  
9 escalating political pressure and public relations crisis facing their country, including  
10 the military blockade against Qatar by its neighbors based on purportedly supporting  
11 extremism. There was also more focus on controversy and accusations of bribes  
12 surrounding the Qatar 2022 World Cup, the firing of a head of the Qatar owned BeIN  
13 Sports, and controversy related to its purchase and operation of French soccer club  
14 PSG and the huge payment it made to sign star Neymar. Also, not brought to Plaintiffs  
15 attention by former commissioner and president was Defendants' history of scandal  
16 surrounding its basketball programs. Defendants believed their relationship with BIG3  
17 and the celebrities, entertainers, and basketball stars associated with the league would  
18 improve the public perception of Qatar in the United States as well as its standing in  
19 the arena of sports on a global level. Unfortunately for the Al-Thani family and  
20 associates, Plaintiffs operated the league for the benefit of its players and fans and to  
21 maximize shareholder value, not to do the bidding of the needs solely of Qatar.

22 13. Defendants' conduct knew no bounds when it came to their intention to  
23 wrest control of the league from its founders, players and all the other well-intentioned  
24 investors. First using non-payment to create leverage to shamelessly demand  
25 increased ownership as well as the attempted installment of Defendant Sabi as COO  
26 of the league despite no experience in sports or entertainment, then employing means  
27 of bribery and influence peddling to exert pressure on league leadership.

1           14. However, on or around February 14, 2018, after giving Defendants  
2 multiple chances to pay the millions they indisputably owed and admitted to owing,  
3 Plaintiffs moved swiftly and decisively and initiated legal action against a corporate  
4 shell operated by Defendants and removed Defendants from any connection with the  
5 league for their failure to pay. It would later be discovered the additional  
6 embarrassment such action taken on that day against the Al-Thani's would create for  
7 Defendants.

8           15. Finding that their efforts to obtain operating control had failed and the  
9 humiliation Defendants felt being notified of their removal from BIG3 amidst their  
10 yearly Qatar National Sports Day in which the Al-Thani's display to the world their  
11 success and importance in sports, Defendants retaliated with a campaign of  
12 disinformation and by making outrageous defamatory statements against all Plaintiffs  
13 and interfering with Plaintiffs' existing and prospective contractual relations, to harm  
14 the league and attempt to destabilize it for one last desperate shot at control.

15           16. The conduct by Defendants is documented in text messages, emails,  
16 photographs, letters, declarations, and other evidence which was obtained by  
17 Plaintiffs. Further, compromised employees refused to cooperate with an additional  
18 independent investigation initiated by Plaintiffs to determine the extent of the  
19 Defendants' wrongdoings. Some of that evidence is contained in and attached to this  
20 Second Amended Complaint. Additionally, the conduct by Defendants reflects a  
21 cautionary tale of doing business with affiliates and proxies sent by the Qatar  
22 Investment Authority to do business in the United States.

23           17. Ironically, when Ice Cube and Jeff Kwatinetz pursued their lifelong  
24 dream of starting a basketball league from the ground up and invested their personal  
25 assets and time in doing so, the last thing on their list of plausible concerns and  
26 impediments would be the malicious and reckless conduct of foreign actors and  
27 compromised agents and actors working on their behalf. Nonetheless, Plaintiffs and  
28

1 the players of the Big3 who are heavily invested in the success of the league, have  
 2 united to confront this challenge and protect their American dream.

3 18. Plaintiffs, and all players in the Big3 league have been severely damaged  
 4 by the conduct of Defendants. Plaintiffs collectively seek \$1.2 billion in consequential  
 5 damages, or approximately \$20 million per player in the Big3.

## 6 **II. INTRODUCTION**

7 19. This action is brought by Plaintiff BIG3, a three-on-three professional  
 8 basketball league, on its behalf as a limited liability company.

9 20. This action is also brought by Plaintiff O'Shea Jackson, a/k/a Ice Cube  
 10 and Jeff Kwatinetz, each who suffered significant damages and reputational harm  
 11 based on the wanton, willful, and malicious defamatory statements made by and/or  
 12 aided and abetted by Defendants, and each of them.

13 21. Defendants are individuals who reside in and/or maintain substantial  
 14 contacts with the United States and who used their purported relationship with the  
 15 royal family in Qatar and their control and/or influence over the Qatari Sovereign  
 16 Fund to conduct business in the United States, and to engage in the tortious conduct as  
 17 set forth below.

18 22. As alleged below, and in the exhibits accompanying the first amended  
 19 complaint, Defendants individually, and/or collectively, engaged in malicious,  
 20 tortious, and/or reckless conduct causing substantial damage to all Plaintiffs.

21 23. Defendants, in their individual and personal capacity, and using corporate  
 22 shells including Sport Trinity LLC (currently a Respondent in a pending JAMS  
 23 arbitration, *Big3LLC v. Sport Trinity, LLC*) attempted to seize operational control over  
 24 Big3 LLC by, among other conduct, (1) fraudulently inducing Big3 to enter into a  
 25 Unit Purchase Agreement whereby Defendants never intended to pay the millions they  
 26 owed to extract more equity, (2) bribing and/or attempting to bribe former employees  
 27 of the Big3 with money, gifts, and vacations to gain more influence in the league, (3)  
 28

investing and/or promising to invest in business ventures of now former employees in the Big3 as a means of improper influence and control, (4) maliciously and wantonly defaming Big3, Ice Cube, and Jeff Kwatinetz to players and making false representations about the league and its operations to foment discord and disunity against the Big3 and its founders, and (5) defaming Plaintiffs, and aiding and abetting and causing others to make defamatory and malicious statements about and against Plaintiffs, as retaliation for Big3 filing a lawsuit against Defendants for failing to pay the money they owed.

24. Plaintiffs stand united against Defendants. Plaintiffs have been severely damaged and suffered reputational harm and other consequential damages from Defendants' conduct, in an amount no less than \$1.2 billion, accounting for approximately \$20 million in damages per player, in addition to other damages.

### III. THE PARTIES

25. Plaintiff Big3 is a Delaware Limited Liability Company with its principal place of business in Los Angeles, California. Big3 recently completed its second season which started June 2018.

26. Plaintiff O'Shea Jackson, aka Ice Cube, is an individual residing in Los Angeles, California.

27. Plaintiff Jeff Kwatinetz is an individual residing in Los Angeles, California.

28. Defendant Ahmed Al-Rumaihi is a citizen of Qatar, who was domiciled in Los Angeles, California at the time this action was initiated. Plaintiffs are informed and believe that Al-Rumaihi is currently residing in Qatar. By removing this action to this Court Al-Rumaihi has acknowledged and asserted this Court's jurisdiction.

29. Defendant Ayman Sabi, born in Tripoli, Libya, is a citizen of the United States, resides in Miami, Florida. By removing this action to this Court Sabi has acknowledged and asserted this Court's jurisdiction.



1           30. Plaintiffs are unaware of the true names and capacities of the defendants  
2 sued herein as DOES 1 through 100, inclusive, and therefore sues these Defendants by  
3 such fictitious names. Defendants DOES 1 through 100 are responsible in some  
4 manner for the activities alleged herein and each was acting as an agent for the others.  
5 Plaintiffs will amend this second amended complaint to add the true names of DOES  
6 1 through 100 once they are ascertained.

#### 7 **IV. JURISDICTION AND VENUE**

8           31. The acts that caused Plaintiffs damages as alleged herein primarily  
9 occurred in the County of Los Angeles within this judicial district.

10           32. Plaintiffs originally filed their complaint in this matter in the Los Angeles  
11 Superior Court, assigned as case number BC700897. Defendants removed the case to  
12 this Court on or about April 25, 2018, invoking this Court's diversity jurisdiction  
13 under 28 U.S.C. Section 1332(a).

#### 14 **V. FACTS**

##### 15 **A. Qatar Investment Authority**

16           33. The State of Qatar is located on a small peninsula bordering Saudi Arabia  
17 and is backed by the world's third-largest natural gas reserves. The country has the  
18 highest per capita income in the world. Qatar is a monarchy ruled by the Al-Thani  
19 royal family. The current Emir is Sheikh Tamim bin Hamad Al Thani.

20           34. The Emir's relative is Defendant Sheikh Abdullah bin Mohammed bin  
21 Sau Al Thani, who heads the Qatari sovereign fund known as the Qatar Investment  
22 Authority.

23           35. Qatar has recently been placed under a military blockade from its Middle  
24 East neighbors including Egypt, Bahrain, the United Arab Emirates and Saudi Arabia  
25 because of concerns regarding financial support for terrorism, a view that Qatar  
26 disputes.



36. Recently, the Al-Thani Royal Family, through the Qatar Investment Authority, announced plans to invest hundreds of billions of dollars overseas, with a strong emphasis on United States investments, through an entity called “Qatar Investments.” It appears to be an aim of the Al-Thani Royals to sway public opinion of U.S. citizens towards Qatar through employing this investment strategy.

37. Defendant Al-Rumaihi, himself a member of the Qatar royal family, holds himself out as one of the heads of Qatar Investments. Defendant Al-Rumaihi is the same former diplomat who is responsible for an aborted attempt, resulting in litigation, surrounding the purchase of a \$100 million townhouse at 19 E. 64th Street, New York City—in what would have been the most expensive townhouse purchase in the history of New York City at the time. Six months after agreeing to buy the property, and the day before the closing of the transaction, Qatar backed out of the deal.

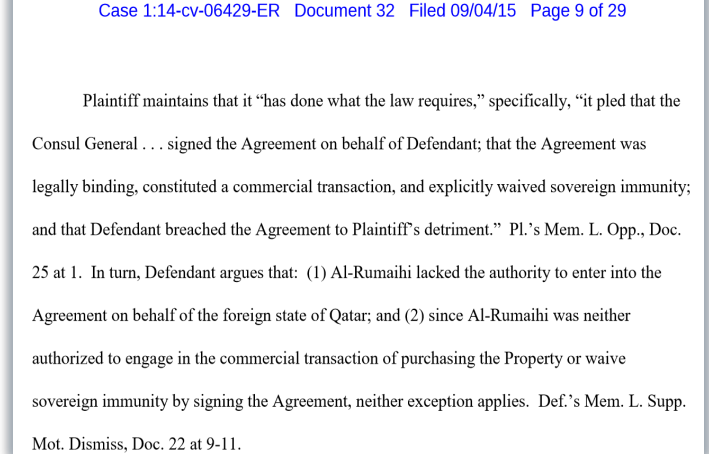
JUSTIA Dockets & Filings	
1964 Realty LLC v. Consulate of the State of Qatar- New York et al	
Plaintiff:	1964 Realty LLC
Defendant:	Consulate of the State of Qatar- New York and New York Land Services Inc.
Case Number:	1:2014cv06429
Filed:	August 12, 2014
Court:	New York Southern District Court
Office:	Foley Square Office
County:	New York
Presiding Judge:	Edgardo Ramos
Nature of Suit:	Other Contract
Cause of Action:	28:1332
Jury Demanded By:	None



*Al-Rumaihi (right) with his spurned broker, March 2014, NYC*

38. Upon recent investigation, it has been uncovered that in the lawsuit filed against the Consulate of the State of Qatar in connection with this failed \$100 million real estate transaction, 1964 Realty LLC v. Consulate of the State of Qatar (1:14-cv-06429-ER, SDNY), Defendant Qatar tried getting out of the deal by arguing that

1 Defendant Al-Rumaihi misrepresented his credentials and did not have authority to  
 2 enter into the deal on behalf of Qatar. From the Court's Order to Deny Qatar's Motion  
 3 to Dismiss:



12 39. Recently, Al-Rumaihi's Wikipedia page reflects frequent edits removing  
 13 negative history about this and other transactions. Under a cloud of this and other  
 14 allegations, Al-Rumaihi was recalled back to Doha, Qatar. But he would soon  
 15 resurface.

16 40. Qatar Investments claims it is capable of deploying \$35-100 billion  
 17 overseas in investments. However, its interactions with the Big3, which appears to be  
 18 an exemplar of how it conducts business overseas, is a cautionary tale for others  
 19 looking to do business with Qatar. Specifically, the Defendants did not fund their  
 20 obligations to the Big3 to the sum of a mere five million dollars, delaying payments to  
 21 extract control of the league. When those efforts failed, they attempted other improper  
 22 and coercive means of influence peddling to achieve their goals. When that failed, and  
 23 Defendants conduct was exposed, Defendants sought to defame the Big3 leadership  
 24 with ludicrous charges in order to destabilize the league so that their proxies could be  
 25 installed instead.

26 41. Whether by design or otherwise, the Defendants' constant excuses for not  
 27 paying—literally blaming their “sinuses,” “going on hikes,” or that it had been a  
 28

1 “long day bro,” in text messages—reflects an amateurish, undignified approach to  
 2 business which is hard to believe is countenanced by a royal family such as the Al-  
 3 Thani’s. While Al-Rumaihi flaunted his resources losing over \$700,000 in a few hours  
 4 of gambling after the BIG3 championship in Las Vegas last August, he somehow was  
 5 still unable to muster up the \$5 million that at that time was already two months  
 6 overdue to BIG3.

7 42. At a time when Defendants boast of hosting the 2022 World Cup, their  
 8 tortious and reckless conduct directed at the Big3 and the basketballs stars and legends  
 9 affiliated with the league, is potentially an ominous foreshadowing of what is to come.

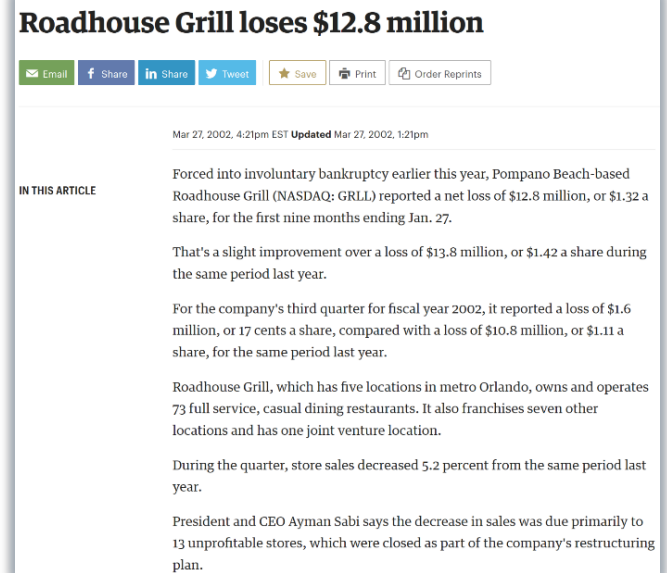
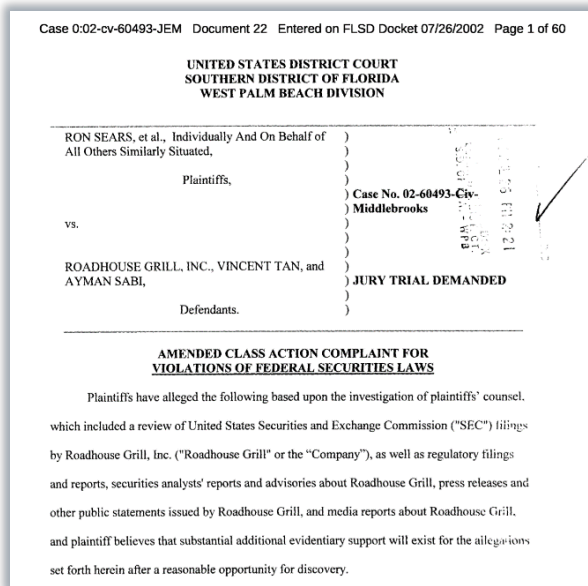
10 **B. Ayman Sabi**

11 43. Defendant Ayman Sabi is not a relative of the Qatari royal family,  
 12 although he made claims to be a board member of the Qatar Investment Authority. He  
 13 also bragged of being a board member of an Abu Dhabi government fund, a claim he  
 14 even acknowledged as putting him in a “strange” position since that would make him  
 15 an advisor and agent to two countries on opposing sides of the blockade. BIG3 former  
 16 President and Commissioner, supported these claims as did Al-Rumaihi. Defendant  
 17 Sabi indeed had at least a previously established business relationship with Al-  
 18 Rumaihi and Al-Hamadi; two months after they were assigned to Vice Chairman and  
 19 Chairman positions respectively in March 2017 of two Qatari food companies  
 20 registered in Australia, they made Sabi a director.

21 44. To the surprise of BIG3 executives who understood Sabi to be a Qatari  
 22 national as told to them by the former BIG3 Commissioner and President, by Al-  
 23 Rumaihi, and by Sabi himself, Defendant Ayman Sabi is an *American citizen* who  
 24 lives in Miami. In fact, although born in Tripoli, Libya in 1963, Defendant Sabi  
 25 migrated to the United States and has been a resident here since at least the early  
 26 1980’s. He studied at North Carolina State University and in 1989 founded a company  
 27 “Sabi International Developments Inc” in Raleigh, North Carolina which he then  
 28

merged with “Medvast Inc” in 1993 and interestingly based its headquarters in Cyprus.

45. Mr. Sabi later became the chief executive of a barbeque restaurant chain known as “Roadhouse Grill,” which was the subject of a federal securities class action and was forced into involuntary bankruptcy in 2002.



46. Mr. Sabi claims to be connected with the rich and powerful internationally, but it appears his most substantial connection was his fortuitous encounter, following the bankruptcy of Roadhouse Grill, with Defendant Al-Rumaihi. Although the circumstances of how Defendants met are unclear, Mr. Sabi had a fellowship with Shlomy Alexander also from Miami. More interestingly, Shlomy is the father of Oren and Tal Alexander, the same brokers who “sold” the \$100m townhouse to Defendant Al-Rumaihi in 2014.

47. In another unexplained stroke of “luck,” Defendant Sabi connected with Big3’s former President and Commissioner who would vouch for him and bring him and his partners to the league as accomplished businessmen with international connections, stating that their involvement with the league would be critical for the Big3’s expansion.

48. His partners included the aforementioned Defendants Al-Rumaihi and Al-Hamadi, and they stated they also spoke for Sheikh Al Thani, half-brother of the Emir of Qatar himself, who would be able to provide capital and connections to greatly expand the Big3. While the league had just debuted successfully to an unexpectedly large audience of over 15,000 at New York's Barclay's Center and experienced more than three times the expected ratings on Fox Sports, the Qatari group made large promises including the ability to move quickly. What the former Commissioner and Mr. Sabi failed to disclose is that Mr. Sabi was in a secret, romantic relationship with the former Commissioner's sister.

49. The former disgraced Commissioner emailed other Big3 executives following their successful debut: **"Ayman [Sabi] and his partner are seriously interested in taking the remaining equity available for BIG3. They add an incredible amount of value and would be strategic in the growth internationally."** Shortly thereafter, the Commissioner and President demanded (and received) a substantial "finder's fee" from Defendants for introducing these individuals to the league.

50. And while Defendant Sabi boasted of his vast connections and promised he would deliver international sponsors and develop international media relationships for Big3 with a focus on the Middle East and China, he failed to deliver on any of his claims. In fact, Defendant Sabi was not even permitted to revisit China recently based on "issues" with his Visa. It has also been uncovered that despite holding himself as an agent of Qatar, Defendant Sabi is not registered under the Foreign Agents Registration Act (FARA).

51. Instead of delivering value to the Big3, it is now clear that the Qatari group was unitarily focused on procuring influence in the United States for the Al-Thani regime through controlling a league made up of NBA stars and legends such as

1 Clyde Drexler, Chauncey Billups, Corey Maggette, Jermaine O'Neal, and Dr. J among  
2 many others affiliated with the Big3.

3 **C. Sport Trinity**

4 52. Defendant Sabi introduced his partners to the Big3, including Defendant  
5 Al-Rumaihi and Al-Hamadi. Defendant Sabi explained that Defendant Al-Rumaihi,  
6 Al-Hamadi, and their benefactors Sheikh Mohammed bin Sau Al Thani were members  
7 of the Qatar royal family and ran Qatar Investments.

8 53. Defendant Sabi explained that he also represented Qatar and was an  
9 agent on their behalf, and that his partners were in direct discussions with Akbar Al  
10 Baker and, members of the royal family, the Qatar Investment Authority, and the Emir  
11 himself about their potential investment in the Big3. Defendant Sabi stated that he and  
12 his partners loved basketball, especially the Emir. Defendant Sabi stated that he and  
13 his partners wanted to invest in a successful sports league in its infancy, and to assist  
14 with the international growth of the league.

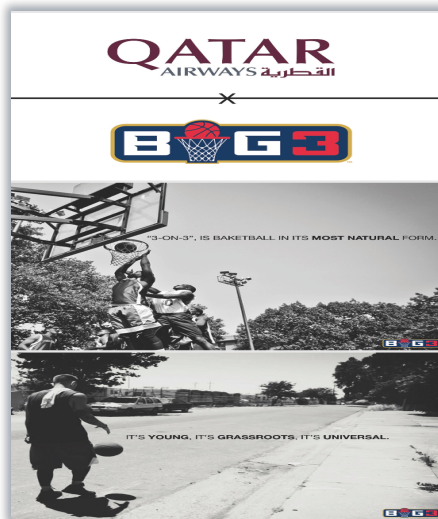
15 54. In truth, it turned out that Defendants involvement with the Big3 was  
16 more about perceived influence in America and Defendants seeking to get positive  
17 public relations for Qatar.

18 55. During the Big3 summer season and then beyond, it became apparent that  
19 Defendants were focused on improving the image of Qatar in light of the blockade and  
20 the now desperate need to improve rapidly deteriorating international relations  
21 beginning to create an existential threat to the small Gulf nation. They also believed  
22 BIG3 could distract from Qatar's controversies surrounding it's 2022 World Cup.  
23 Qatar has also experienced controversies surrounding its own basketball programs. In  
24 2011 amidst charges it "imported" players resulting in FIBA Asia suspending five of  
25 its players, Sheikh Saud bin Ali Al Thani was forced to resign from his post as Qatar  
26 Basketball Federation (QBF) President. Defendants saw involvement in BIG3 as an  
27  
28



1 opportunity to be heroes to the Emir for restoring prestige to Qatar and the Al Thani  
 2 family in the sport of basketball.

3 56. Going back to on or around July 7, 2017, Defendant Sabi sent the Big3 a  
 4 term sheet for the purchase of equity in the company and requested a 30 percent stake  
 5 in the Big3. The Big3 rejected, out of hand, the request for 30 percent of the company,  
 6 but ultimately agreed to a much smaller, passive, minority stake in the company.  
 7 Thereafter, Defendants formed Sport Trinity LLC in Delaware, and entered into a Unit  
 8 Purchase Agreement on or around July 14, 2017. The terms of the Unit Purchase  
 9 Agreement were simple. Sport Trinity was to pay Big3 \$11.5 million upon the signing  
 10 of the Agreement. Separately, Sport Trinity was to pay the Big3 an additional \$9  
 11 million in sponsorship money over three years which Sport Trinity claimed it could  
 12 easily obtain from sources such as airlines and media owned and controlled by the Al-  
 13 Thani family. Specifically, Defendant Sabi and Al-Rumaihi stated that Akbar Al  
 14 Baker, as CEO of Qatar Airways, and in his personal capacity, was a source of  
 15 funding for Sport Trinity and was involved in its decisions. Further, Defendant Sabi  
 16 and Al-Rumaihi had the Big3 prepare investment material, including an “investor  
 17 deck” which Defendants stated was needed to lock in the Qatar Airways sponsorship  
 18 they promised. Defendants stated that Mr. Al Baker had personally requested the  
 19 investment material. Here is the front page of the deck that Mr. Al Baker requested:





57. Instead of paying the full \$11.5 million, Sport Trinity only paid \$6.5 million and an additional \$1 million in December 2017 and claimed that the rest of the money was “on its way” but was delayed due to certain transfer restrictions on Qatar.

58. Big3 has since learned that Defendants intentionally failed to fully fund the Big3 as a part of a business strategy it deploys wherein it partially funds a company, withholds the remaining funds to deprive the company of critical operational support, and demands larger equity stakes and operational control in exchange for money it already owes—all the while seeking influence within the company by attempting to lavish others with gifts and bribes. Alternatively, it is quite possible the wealth Defendants boast of is a mere facade.

#### **D. The Big3 Season**

59. The inaugural BIG3 season took place June 2017 through August 2017. Games were held across the United States. Upon entering into the Unit Purchase Agreement, Defendants began attending games and demanded courtside seats for themselves, relatives, and friends. As seen below, Defendants Al-Rumaihi and Defendant Sabi were frequently photographed courtside and invited the Big3 staff and players to party with them after games.



1           60. Over time, the BIG3 investors and founders became uncomfortable with  
2 the assertive and in-your-face presence of these small minority stakeholders at games  
3 and at the hotels where players and staff stayed. Yet, efforts were made by Plaintiffs  
4 to do their best, at first, to be accommodating and cordial in the interest of maintaining  
5 a positive relationship with individuals originally perceived as legitimate investors.

6           61. Following the season, in another bizarre turn of events, Defendant Al-  
7 Rumaihi moved his residence to Los Angeles, California and rented two mansions—  
8 one in Venice that was peculiarly close (just blocks away) from where the founders of  
9 BIG3 lived—and one in Beverly Hills where Al-Rumaihi would host parties for  
10 employees of BIG3 along with imploring the founders to attend “out of respect.” (The  
11 founders rejected invitations to Defendant Al-Rumaihi’s Beverly Hills mansion,  
12 although other employees including the former Commissioner frequently attended).  
13 Defendant Sabi also rented a Malibu residence where he and his girlfriend, Adrienne  
14 Mason (sibling and affiliate of former BIG3 commissioner) also took up residence.

#### 15           **E. Collection Efforts and Failure to Pay**

16           62. During the season, and immediately thereafter, consistent and persistent  
17 efforts were made by Big3 founder and Plaintiff Jeff Kwatinetz to collect on the  
18 remaining millions of dollars owed. Mr. Kwatinetz attempted to balance being polite  
19 to Defendants and to avoid the implication that the royal family could not afford to  
20 pay, with the need to protect Big3 and its investors who all fully funded their  
21 obligations.

22           63. By way of just one, of many, examples of emails sent by Plaintiff  
23 Kwatinetz, on or around August 30, 2017, Plaintiff Kwatinetz emailed Defendant Al-  
24 Rumaihi that he was “**getting a little nervous**” that Defendants had not fully funded  
25 their contractual commitment.

On Aug 30, 2017, at 1:33 AM, Kwatinetz, Jeff  
 <jek@thefirm.la> wrote:

Ok fly safe and I hope your deal works out.

I realized this am that we still haven't gotten the last 5m funded either so we really need that to happen. Getting a little nervous since we keep telling everyone NO when it comes to additional funding.

Had a great time hanging. We are going to finish the China deck tomorrow and get that going and Im working on getting the players all signed up for the next season and that is going well. Hitting the ground running!

From: Ahmed Al-Rumaihi [mailto:chi974@icloud.com]  
 Sent: Tuesday, August 29, 2017 3:30 PM  
 To: Kwatinetz, Jeff <jek@thefirm.la>  
 Subject: Re:

Hey bro,

I just boarded my flight to Doha, but I will be back by next Tuesday to NYC or LA. Please let me know if you want or need anything from Doha.

Sent from my iPhone

64. Throughout the Fall 2017, Defendant Al-Rumaihi and Defendant Sabi continued to make excuses why they couldn't pay. Defendant Al-Rumaihi repeatedly blamed Defendant Sabi for the failure to pay; Defendant Sabi repeatedly blamed political issues affecting the Qatar Investment Authority for not being able to get access to the money.

65. At all times, Defendants continued their flattery, congratulating the Big3 founders in emails and text messages about the remarkable success of the league. Defendants sent nothing but positive emails and messages about the leadership of the league.

66. On or around November 2017, Defendant Al-Rumaihi made a final personal appeal to Plaintiff Kwatinetz to pay if Defendant Sabi couldn't: **"Look me in the eyes. I swear on my children's lives I will pay you personally by mid to end of January if Ayman [Sabi] doesn't pay."**

67. In fact, Defendant Al-Rumaihi claimed that he would get the money directly from the Qatar royal family and Qatar Investments if Defendant Sabi and

1 Sport Trinity were unable to pay. However, Defendant Sabi did not pay and  
2 Defendant Al-Rumaihi did not keep his word, despite his bizarre and gratuitous appeal  
3 on the lives of his children.

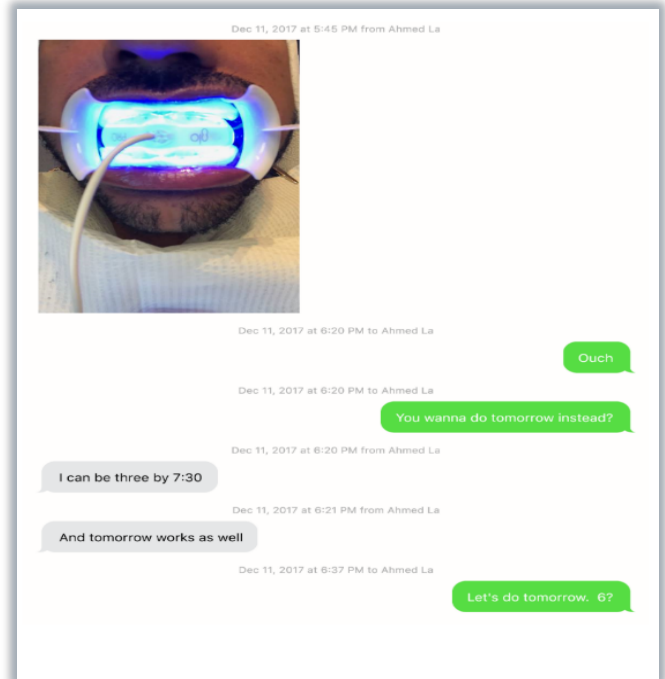
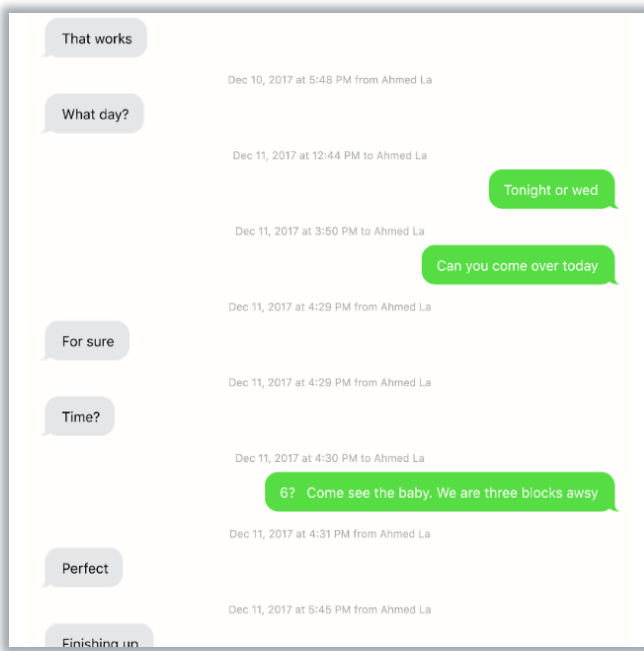
4 68. Instead, Plaintiff Kwatinetz had to continue chasing down Defendants for  
5 payment until Plaintiffs simply had enough and refused to be victims of what was  
6 clearly a premeditated scam, or frankly, an inability of the Defendants to afford the  
7 share purchases or to make good on the \$9 million in sponsorship money.

8 69. Defendant Al-Rumaihi also began to demand that, despite the short  
9 window for planning such a major event, that BIG3 arrange for the 12-15 best BIG3  
10 players to play exhibition games in Doha, Qatar specifically in mid-February.  
11 Plaintiffs explained that players would not all be available and ready in training and to  
12 play but he would attempt to make it happen if a written offer was made, but also  
13 explained holding a one-off event would be a huge financial risk and that with more  
14 time several other locations could be secured making it financially worthwhile and  
15 logistically viable for the player and coaches. It was painfully clear that Defendants  
16 had no understanding of the logistics such an event would require. To no surprise  
17 given that Defendants still owed millions to BIG3 and had exhibited a clear pattern of  
18 lies to get what they wanted, no such written offer ever came.

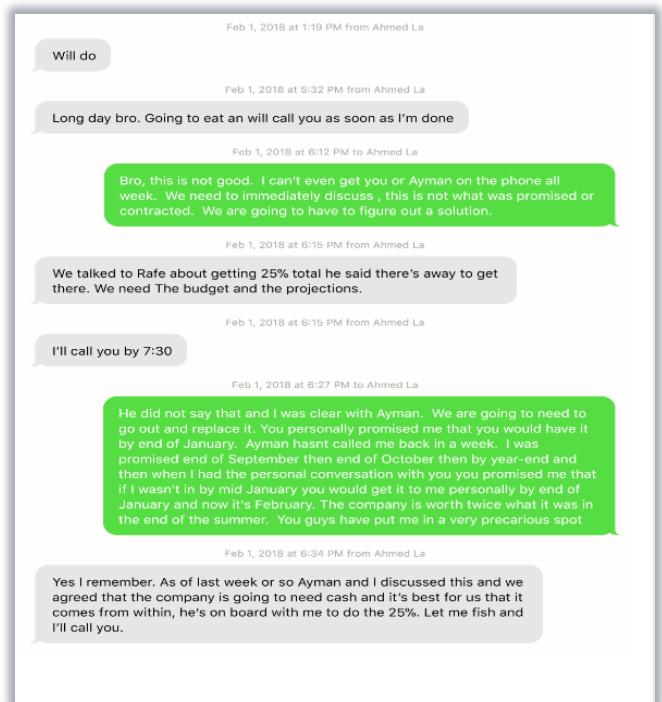
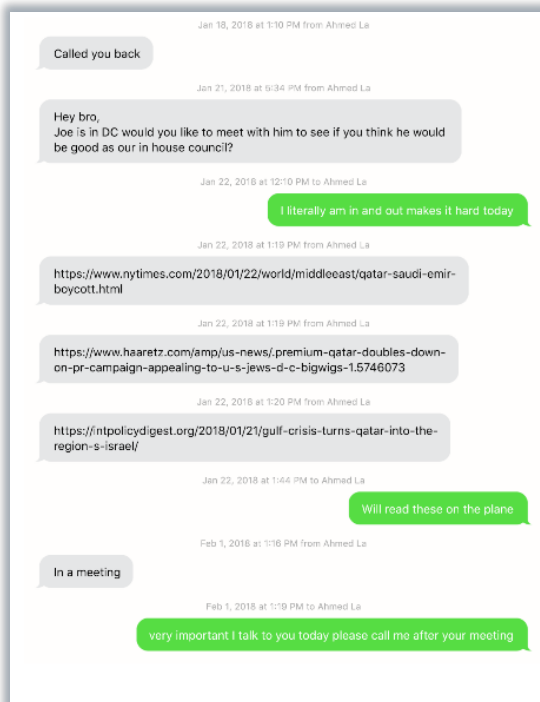
19 70. Plaintiff Kwatinetz and Defendant Al-Rumaihi continued exchanging a  
20 series of text messages which show the varying, and at times peculiar and  
21 embarrassing, excuses made by Defendant Rumaihi (a purported member of the Qatar  
22 royal family) to avoid paying the BIG3. Notably, in the text messages, Defendant Al-  
23 Rumaihi concedes that he owed the BIG3 money since July 2017, that he clearly  
24 remembers his discussions promising to pay, but instead makes excuse after excuse.

25 71. Specifically, on or around December 10 and 11, 2017, Mr. Kwatinetz  
26 attempted to set up a meeting with Defendant Al-Rumaihi who instead of  
27  
28

1 substantively responding sent a picture of his teeth being worked on, apparently to  
2 conjure sympathy.



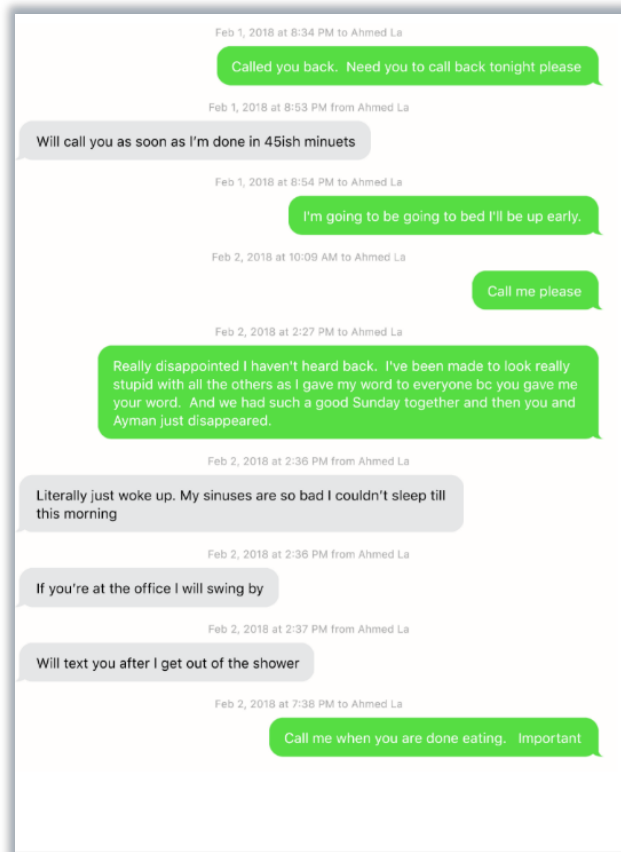
72. Further, instead of paying what he owed, Defendant Al-Rumaihi would send Mr. Kwatinetz news articles regarding political issues facing Qatar and would respond to important meeting requests by saying, “long day bro. . .”





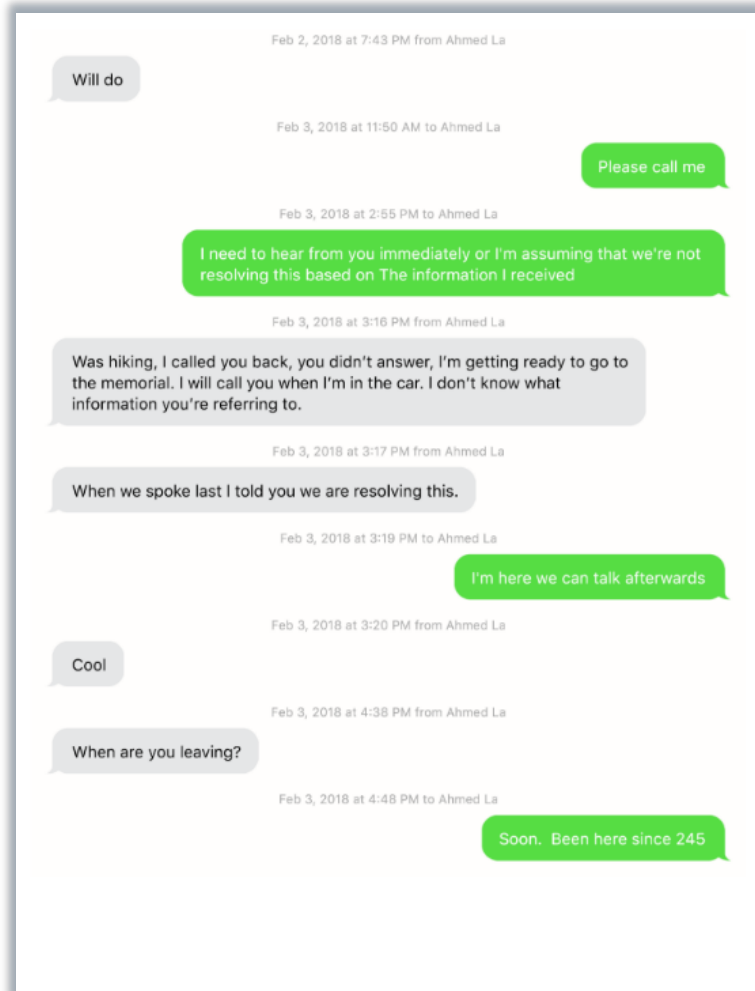
73. In addition to these excuses, Defendant Al-Rumaihi also frequently boasted of his friendship to Senator John McCain and throughout these months blamed not being able to have time to get the funds because he was purportedly busy visiting Senator McCain in the hospital.

74. Further, on or around February 2, 2018, when Plaintiff Kwatinetz confronted Defendant Al-Rumaihi about how “disappointed” he was over Defendants failure to pay and how Plaintiff Kwatinetz **“was made to look really stupid with all the others as I gave my word to everyone [because] you gave me your word . . . and you and Ayman just disappeared,”** Defendant Al-Rumaihi responded *at 2:36 PM in the afternoon*, **“Literally just woke up. My sinuses are so bad. . .”**



75. Again, on or around February 3, 2018, when Mr. Kwatinetz explained, **“I need to hear from you immediately or I am assuming that we are not resolving this. . .”** Defendant Al-Rumaihi emphasized that he was **“hiking,”** and that he was

1 going to get ready for the memorial for the death of BIG3 player Rasual Butler he  
 2 knew Mr. Kwatinetz was attending so they could speak there. Defendant Al-Rumaihi  
 3 responded, **“When we last spoke I told you we were resolving this.”**



76. Mr. Al-Rumaihi did not enter the memorial but instead waited in his Bentley until it was over and Mr. Kwatinetz and the other grieving attendees began to exit. Mr. Al-Rumaihi exited the car and approached Mr. Kwatinetz on the sidewalk in view of grieving friends and relatives to inform him all “would be worked out.” When Mr. Kwatinetz asked if the remaining millions would be wired in to the BIG3 account by the following Monday as outlined in the legal correspondence, Mr. Al-Rumaihi said no and that he needed 25% of the league and Ayman to be COO and that Mr. Kwatinetz should show him “respect as a royal family member.” Mr. Kwatinetz



1 informed him that respect came with paying monies owed now over six months and  
2 refraining from constant lies. Al-Rumaihi became incensed and loudly screamed at  
3 Mr. Kwatinetz and threatened his life and his family noting “You don’t know who I  
4 know in LA and what they’re capable of. You should think of your safety and the  
5 safety of you and your family.” Kai Henry intervened as many mourners started  
6 glaring at Mr. Al-Rumaihi, although Kai claimed to others not to have heard the  
7 content of the threats. Mr. Kwatinetz immediately left and drove home employee  
8 Angelica Cobb who he immediately told of the threats. Mr. Kwatinetz then called his  
9 wife as well as Ice Cube to inform them of the threats on his and his families lives.  
10 His wife was especially nervous at home with a newborn as Mr. Al-Rumaihi had  
11 maintained a residence a mere two blocks away from them. Mr. Kwatinetz hired  
12 security to protect himself, his family and his employees. He later learned that Mr.  
13 Rumaihi started to employ the services of numerous armed “security” who were seen  
14 on the premises of his Beverly Hills estate.

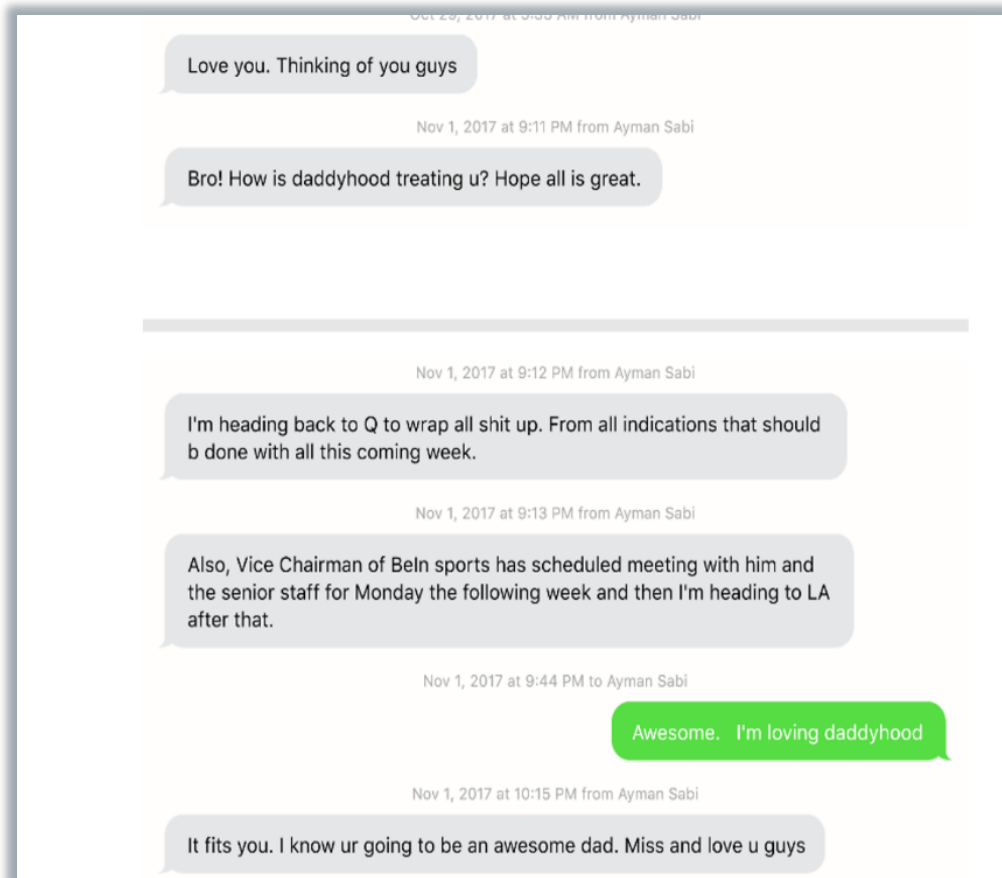
15 77. In short, Defendant Al-Rumaihi never fulfilled his promise and  
16 contractual obligations. Defendant Sabi’s communications with Plaintiff Kwatinetz  
17 are similar.

18 78. Up until the BIG3 filed Arbitration and initiated its independent  
19 corruption investigation into the conduct by Defendants, Defendant Sabi’s emails and  
20 text messages all included over-the-top, indulgent, praise about much he “loved” and  
21 “admired” Plaintiff Kwatinetz and Ice Cube.

22 79. Defendant Sabi would frequently ask Plaintiff Kwatinetz how  
23 “daddyhood” was going as Plaintiff Kwatinetz’s wife recently had a baby.

24 80. Defendant Sabi would also tell Plaintiff Kwatinetz that he was going to  
25 Qatar, or as he called it “Q,” to meet with his “best friends” from the royal family  
26 where he would get the money they owed the BIG3 and where and when he would  
27 also get sponsors for the BIG3—neither of which actually ever took place.  
28

81. For example, in text messages from November 1, 2017, Mr. Sabi stated in reference to his trip to Qatar: **“I’m heading to Q to wrap all shit up. From all indications that should be done with all this coming week.”**

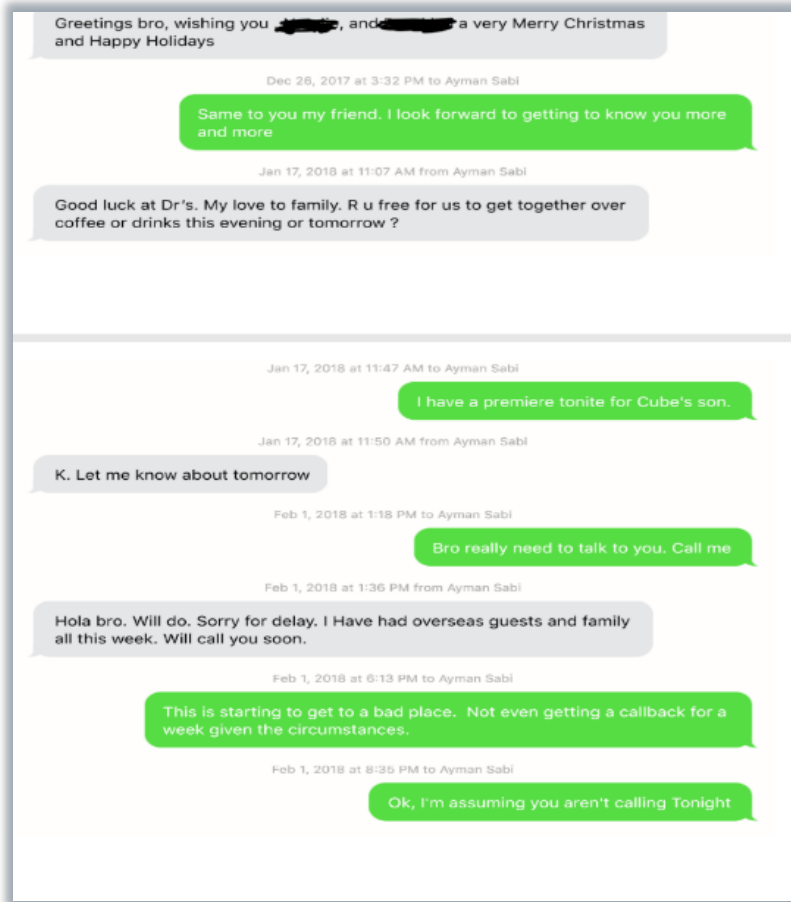


82. After exchanging pleasantries during Christmas 2017, Defendant Sabi then took the approach of ignoring phone calls and avoiding meetings and encounters with Plaintiff Kwatinetz.

83. Between January 17, 2018, and February 1, 2018, Defendant Sabi ignored repeated phone calls from Plaintiff Kwatinetz to avoid paying what he owed the Big3.

84. On or around February 1, 2018, when Plaintiff Kwatinetz expressed his frustration for being childishly ignored, Defendant Sabi responded with **“Hola Bro . . . Sorry for the delay, I have had overseas guests and family all this week. I will call you soon.”**

85. After Plaintiff Kwatinetz stated that this was “**starting to get to a bad place,**” Defendant Sabi did not respond further. The following exchange took place:



#### F. Big3 Initiates Legal Action Against Sport Trinity

86. To protect their legal rights under the Unit Purchase Agreement, and to protect the rights of Big3’s other investors who fully funded and conducted themselves professionally and with dignity, Plaintiffs retained the services of a law firm which sent a demand letter to Defendants on February 2, 2018.

87. Despite being repeatedly lied to, Plaintiffs in their February 2, 2018 letter still gave Defendants the opportunity to cure their breach and make the payment they owed since July 2017. Plaintiffs provided wiring instructions to Defendants. A true and correct copy of the letter was filed as Exhibit “A” to the first amended complaint in this matter.

88. Defendants, through their attorneys responded by letter on February 5, 2018, and brazenly requested a further extension of time, claiming that Defendants were in discussions with individuals at Big3. A true and correct copy of the letter was filed as Exhibit “B” to the first amended complaint in this matter.

89. On February 11, 2018, Plaintiff responded through counsel, providing the history of nonpayment by Defendants, stating that the BIG3 was not in fact in communication with Defendants, and that Plaintiffs were now compelled to file legal action against Defendants. A true and correct copy of the letter was filed as Exhibit “C” to the first amended complaint in this matter.

90. On or around February 14, 2018, Big3 commenced an Arbitration in JAMS against Sport Trinity LLC, *In the Matter of Big3 LLC v. Sport Trinity LLC*, JAMS Case No. 1100089671.

#### **G. Investigation of Defendants**

91. After commencing Arbitration, the founders of BIG3 reached out to its then commissioner to inform him about the Arbitration and the indisputable evidence supporting it. The since fired Commissioner stated he was “friends” with Defendant Sabi and Defendant Al-Rumaihi and thus “did not want to get in the middle of it.”

92. This statement by an employee getting the highest salary in the league plus stock was unsettling and raised significant alarm at the league offices, as the commissioner and highest paid employee of the BIG3 should not have had a conflicted allegiance when Defendants were refusing to pay and attempting to shakedown the league which, among other things, paid the commissioner’s salary.

93. Worse yet, with knowledge that BIG3 was in Arbitration against Defendants, the since fired Commissioner took to Instagram in February and March 2018 to post images of himself with Defendants at the Beverly Hills Mansion they recently rented and to post selfies at the mansion, with hashtags such as “**More life less stress,**” “**#family,**” and “**#makingmoneymoves**”

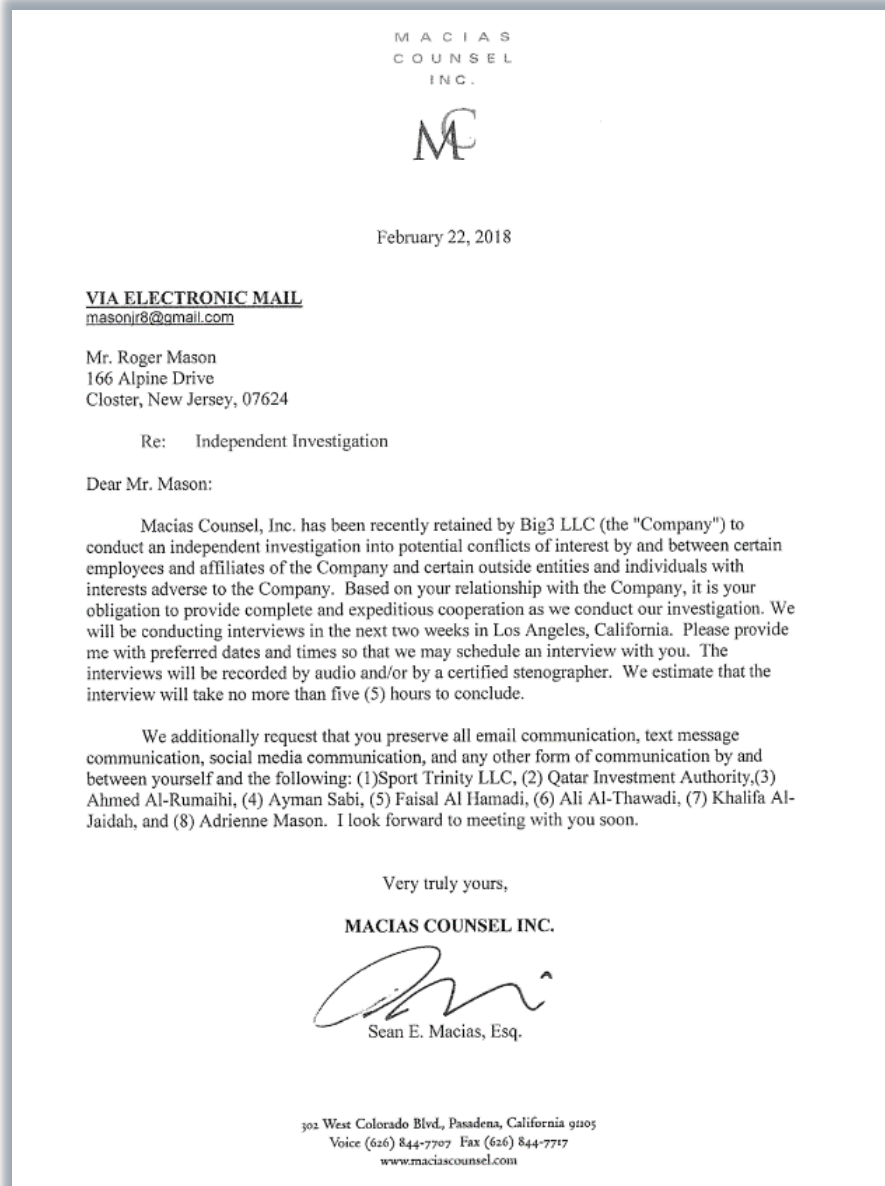
94. Here are just some of the photos posted on Instagram:



95. As a result of the Arbitration filed by the BIG3 against Sport Trinity, the photographs posted on social media after the Arbitration, and the statements made by the BIG3's former commissioner, the BIG3 initiated an independent investigation.

96. The purpose of the independent investigation was so that the BIG3 could gather facts and provide staff and employees a fair process to explain and discuss their conduct and relationship with Defendants and the State of Qatar.

1            97. On or around February 22, 2018, the investigator sent the following letter  
2 to various executives and employees, including former Commissioner:



22            98. Although certain individuals declined interviews including Roger Mason  
23 and Kai Henry, it was later learned that Defendants sought improper influence in the  
24 league by (1) investing and attempted to invest in personal projects of now former  
25 employees, (2) sought to bribe former employees, (3) providing former employees  
26 with gifts including trips to St. Tropez and Ibiza, (4) providing the use of their  
27 \$800,000 Bentley, (5) and using their Beverly Hill mansions for lavish parties.



## 1           **H.     Defamation and Trade Libel Against Big3 and Its Founders**

2           99.     Following Big3's filing of the Arbitration and initiating an independent  
3 investigation, Defendants were removed from all rights and privileges in the league.  
4 Regardless, Defendants continued to communicate with the now former employees,  
5 and sought to use these individuals (wittingly or unwittingly) to undermine the  
6 existing leadership in the league.

7           100.   Through its own investigation, BIG3 obtained email records reflecting  
8 efforts to undermine the league. During the week the independent investigator was  
9 intending on conducting interviews, it was learned that the former Commissioner took  
10 a trip to China for business that was not related to BIG3. He did not inform any of the  
11 executives at BIG3, some of who had spoken to him while he was in China, of his  
12 whereabouts. While in China, he was in close communication with Defendant Sabi.

13           101.   BIG3 also came to learn that a player in the league named Jerome  
14 Williams was also in China. At that time, Jerome Williams was an informal leader  
15 among BIG3 players and communicated on behalf of the interests of players to  
16 management. Unlike the former Commissioner, Mr. Williams had no formal  
17 management role with the BIG3. Mr. Williams considered himself to be a good friend  
18 of the Commissioner at that time.

19           102.   On around March 7, 2018, while in China, the former Commissioner set  
20 up a phone call between Jerome Williams and Defendant Sabi.

21           103.   On the call, Defendant Sabi falsely claimed (1) he and his partners were  
22 the lead investors in Big3, (2) he and his partners had already paid \$21.5 million to the  
23 Big3, (3) he and his partners wanted to give millions of dollars more to BIG3 and to  
24 charities affiliated with players, but that BIG3 and Jeff Kwatinetz and Ice Cube were  
25 preventing this from happening, (4) they had offered BIG3 \$1.5 in additional funds for  
26 free to help promote the league during the All-Star weekend, and (5) he and his  
27 partners were now forced to sue Big3 which could destroy the league. Defendant Sabi  
28



1 did not disclose that he and his partners actually owed BIG3 millions of dollars and  
2 that, in fact, BIG3 had already filed an Arbitration based on the nonpayment against  
3 Defendant Sabi and his partners.

4 104. In addition, Defendant Sabi (and, upon information and belief, with the  
5 support of his co-conspirator Defendants) having found himself with no influence in  
6 the league other than his connection to former Commissioner and other employees  
7 who were given gifts, sought to retaliate against BIG3.

8 105. Specifically, Defendant Sabi aided and abetted in the former  
9 Commissioner making the false allegation that Plaintiff Kwatinetz referred to African  
10 American players in the league *according to a former employee* as “Rich Nigg\*s.”  
11 Defendant Sabi and former Commissioner recognized that such a statement was  
12 clearly false and defamatory, and thus they claimed that although *they never heard*  
13 *such a statement*, a “former employee” did.

14 106. The former employee they credited with hearing this was Kai Henry, who  
15 was plied with gifts and vacations by Defendants, rode around in Defendant’s  
16 Bentley, and was a frequent visitor to Defendants Beverly Hills mansion. Further,  
17 after being terminated, former Commissioner and President repeated the allegation in  
18 a widely distributed press release where he claimed a “former employee” heard the  
19 statement.

20 107. After his call with Defendant Sabi, Jerome Williams was instructed by  
21 former Commissioner that they needed to call Chauncey Billups, a very influential  
22 retired NBA player who plays in the BIG3.

23 108. Like Mr. Williams, Mr. Billups had an important informal role in  
24 communicating concerns between players and management in the BIG3. The purpose  
25 of this call was to communicate to Mr. Billups the false and defamatory information  
26 that Defendant Sabi had just told Jerome Williams, with the intent by Defendant Sabi  
27 to remove Plaintiff Kwatinetz and Ice Cube from their leadership roles.  
28

1 109. Because Mr. Billups was busy, he requested that Jerome Williams send  
2 him an email of what Defendant Sabi had stated. Former Commissioner asked that he  
3 be blind-copied on the email to confirm what was stated was true, which he  
4 subsequently confirmed (falsely) to Jerome Williams after the email was sent.

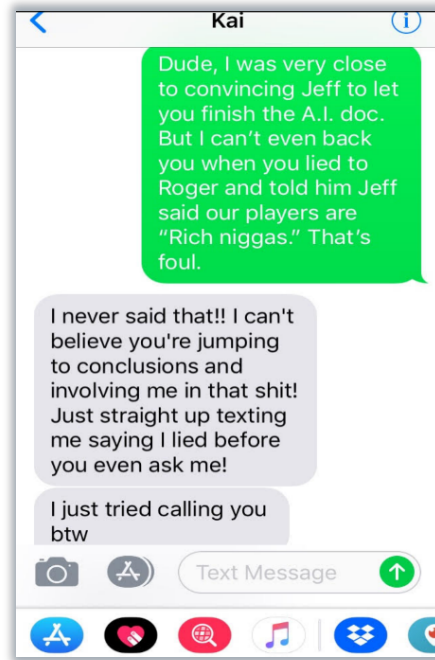
5 110. Plaintiffs obtained a copy of the email during their investigation.  
6 Plaintiffs also obtained a declaration from Jerome Williams stating why he wrote that  
7 email and what former Commissioner and Mr. Sabi told him. A true and correct copy  
8 of the declaration of Jerome Williams, confirming the defamatory statement made to  
9 him by Defendants was filed as Exhibit “D” to the first amended complaint in this  
10 matter.

11 111. Previously filed as Exhibit “E” to the first amended complaint in this  
12 matter is a second declaration from Jerome Williams, wherein Mr. Williams—a friend  
13 of former Commissioner—confirms that he told him in China that **Kai Henry** was the  
14 “former employee” who heard Plaintiff Kwatinetz call the BIG3 players “Rich  
15 Nigg\*s.”

16 112. Plaintiff Kwatinetz never had and never would make such a statement; he  
17 is married to a woman who is half black, and he has devoted his life to civil rights and  
18 equal rights for all. Further, Mr. Kwatinetz has been a manager and trusted advisor to  
19 Ice Cube for decades who would not tolerate any form of intolerance. Indeed,  
20 Defendant Sabi intended for the false allegations to do maximum damage and create a  
21 leadership vacuum in the league.

22 113. However, in addition to the sheer absurdity of the allegations to everyone  
23 in the league and everyone who knows Plaintiff Kwatinetz, apparently Defendants and  
24 the former commissioner were not aware that Kai Henry denied he heard Mr.  
25 Kwatinetz make this statement.

114. In fact, in text messages obtained between Kai Henry and Ice Cube, Kai Henry states, **“I never said that!!!”** Here is the text message exchange between Ice Cube and Mr. Henry:



115. Kai Henry did indeed have a conversation with Mr. Kwatinetz defending Mr. Al-Rumaihi and saying he was a “good guy” and that he was simply being lied to repeatedly by his partner Defendant Sabi so it wasn’t Defendant Al-Rumaihi’s fault. At this time, not knowing Mr. Henry had been compromised by Defendants, Mr. Kwatinetz couldn’t understand why a marketing employee not involved in BIG3 investor dealings would be inserting himself in to the conflict and asked him why Mr. Henry was doing so.

116. Mr. Henry replied that Al-Rumaihi thought he had been pushed out because he was an Arab. Mr. Kwatinetz explained that was absurd, that he had nothing against people of Arabic background (or any for that matter) and that in fact other investors in the BIG3 were of Arabic heritage and that Mr. Kwatinetz constantly defended one of his well-known friends, Roger Waters, for his pro-Arabic views and

1 negative ones regarding Israel because he supported people's rights to have diverse  
2 views of all kinds.

3 117. Mr. Kwatinetz did say to Mr. Henry that Defendants were "bad people"  
4 but only because they failed to pay the millions they owed Big3, harmed players and  
5 the league, and then lied about paying on the lives of their children.

6 118. Mr. Henry blamed the non-payment on lies perpetuated by Mr. Sabi, but  
7 Mr. Kwatinetz then ended the conversation letting Mr. Henry know they expected to  
8 find out the truth as an independent investigation had just been opened and everyone  
9 would be questioned on their relationships with the Defendants.

10 119. The very next day, Mr. Henry suddenly and suspiciously quit, blaming  
11 anti-Arab sentiments (falsely) of Mr. Kwatinetz. Mr. Henry informed the independent  
12 investigator he would not be answering any questions.

13 120. Mr. Henry was not only a 12-year friend, but had worked with, and  
14 around, Mr. Kwatinetz during that time. Mr. Henry had always been complimentary  
15 and positive about Mr. Kwatinetz and attended Mr. Kwatinetz's wedding where Mr.  
16 Henry witnessed Mr. Kwatinetz's wife being walked down the aisle by her black  
17 father, and Mr. Henry had witnessed Mr. Kwatinetz fight on behalf of minorities for  
18 over a decade.

19 121. In any event, Mr. Henry and Mr. Mason were so compromised, they  
20 could not even get their story straight about which absurd and defamatory remark to  
21 make, without realizing the paper trail undermining the defamatory claims that was  
22 created.

23 122. The defamatory statements not only damaged Plaintiff Kwatinetz, but  
24 were intended to and did in fact, cause severe and substantial damages to Ice Cube and  
25 all players of the league who were also referred to as being racist and hostile, which  
26 was sadly repeated in the media. Thus, each Plaintiff maintains claims against all  
27 Defendants for defamation.  
28

123. In connection with the commercial activities described herein, and in furtherance of Defendants' conspiracy to disrupt Big3's operations and destabilize Big3's leadership, Defendants Al-Rumaihi and Sabi made defamatory statements about Plaintiffs Ice Cube and Kwatinetz to numerous people including Mohammed Al-Rafi, an influential international businessman and Big3 investor. More specifically, in or about the fall of 2017, Defendant Sabi, acting on behalf of all Defendants, traveled to Dubai and undertook to interfere with the relationships between Plaintiffs and their investors and potential investors in the Middle East. Plaintiffs had an ongoing relationship with Mr. Al-Rafi. Plaintiffs' relationship with Mr. Al-Rafi was valuable as both an investor in Big3, and as someone who could help the league in the future with further individual investment and by introducing the league and its co-founders to other potential investors, sponsors, and partners.

124. Defendant Sabi was aware of the relationship between Plaintiffs and Mr. Al-Rafi. Acting in furtherance of the conspiracy with the other Defendants, Sabi met with Mr. Al-Rafi in Dubai and relayed the same false and disparaging remarks about Big3, Ice Cube and Kwatinetz that Defendants had made to others. Sabi told Mr. Al-Rafi that Mr. Kwatinetz and Ice Cube were engaging in serious financial misconduct and self-dealing as regarding Big3, and were usurping Big3 funds, assets and opportunities. Sabi's statements to Mr. Al-Rafi regarding Plaintiffs were false. Sabi knew the statements were false at the time he made them and Sabi intended the statements to harm Plaintiffs. Following Sabi's false statements and disparagement of Plaintiffs, Mr. Al-Rafi declined further investment in Big3.

125. Defendants published their defamatory remarks to others as well, including an influential global consultant who was a significant liaison between Big3 and prospective investors, sponsors, and strategic partners. Defendant Al-Rumaihi told this consultant and others that both Kwatinetz and Ice Cube were misusing and misappropriating (i.e. stealing) Big3 assets to fund lavish personal lifestyles, including

1 by travelling by private jet at Big3's expense and personally retaining bonuses the  
2 players were entitled to. These statements were false. Al-Rumaihi knew the statements  
3 were false at the time he made them and Al-Rumaihi intended the statements to harm  
4 Plaintiffs.

5 126. Al-Rumaihi made almost identical false statements about Ice Cube,  
6 including to Mr. Kwatinetz. Specifically, Al-Rumaihi tried to convince Kwatinetz that  
7 Ice Cube was living off league funds. These statements were false. Al-Rumaihi knew  
8 the statements were false at the time he made them and Al-Rumaihi intended the  
9 statements to harm Plaintiffs.

10 127. As noted, including as alleged in paragraphs 98-104 above, Defendants'  
11 wrongful conduct was coordinated and the result of a conspiracy to harm Plaintiffs—  
12 the motive behind Defendants' maligning and malicious misstatements regarding  
13 Plaintiffs was to interfere with and disrupt Big3's operations and relationships, and to  
14 cause harm to Plaintiffs in their business dealings and reputations. Defendants Al-  
15 Rumaihi and Sabi were acting in concert with each other and with yet to be identified  
16 DOE defendants in making the disparaging statements as set out herein, asserting that  
17 Mr. Kwatinetz and Ice Cube were committing grave financial misconduct and  
18 engaging in self-dealing as to Big3. Al-Rumaihi, Sabi, and the other Defendants  
19 collectively and affirmatively agreed with each other to act in concert to make  
20 disparaging and false remarks about Plaintiffs at every opportunity and to as many  
21 Big3 players, investors, sponsors and partners as possible. The goal of Defendants'  
22 disparagement and false statements regarding Big3, its founders, and its management  
23 and operations was to destabilize Big3 and interfere with and destroy the company's  
24 operations and activity.

25 128. On information and belief, Defendants made similar false  
26 representations—i.e. that both Mr. Kwatinetz and Ice Cube were self-dealing and  
27 breaching fiduciary duties by misappropriating league funds for personal benefit,  
28

1 including by travelling via expensive private jets—to almost any player or league  
 2 insider who would listen. There is a likelihood this allegation will have evidentiary  
 3 support after a reasonable opportunity for further investigation or discovery.  
 4 Plaintiffs’ information and belief is based on Defendants’ false statements as  
 5 described above, Defendants’ manifest hostility towards Plaintiffs and the league, and  
 6 manifest goal to destabilize Ice Cube’s and Kwatinetz’s leadership of the league.

7 129. The false statements alleged herein harmed Plaintiffs because such  
 8 statements dissuaded partners, associates and consultants from brokering deals with  
 9 prospective investors, sponsors, and strategic partners for Big3. The defamatory  
 10 statements also directly harmed Mr. Kwatinetz and Ice Cube individually by  
 11 portraying them as dishonest and as engaged in theft from the league, which tended to  
 12 drive away actual and potential players, investors, sponsors and strategic partners.  
 13 Defendants’ statements were made with the purpose and intent of harming Plaintiffs  
 14 and furthering the conspiracy to foment distrust among Big3 players, investors and  
 15 other insiders regarding the operations and management of Big3 and the reliability and  
 16 ethics of Big3’s founders Mr. Kwatinetz and Ice Cube.

17 **First Claim for Relief**

18 **(For Defamation *Per Quod* by each Plaintiff against All Defendants)**

19 130. Plaintiffs repeat, reallege, and incorporate herein by reference as though  
 20 fully set forth, the allegations contained in the preceding paragraphs of this second  
 21 amended complaint.

22 131. As set out above, Defendants harmed Plaintiffs by making damaging and  
 23 false statements to Big3’s investors, consultants, and sponsors and to multiple Big3  
 24 players and league insiders, that plaintiffs Ice Cube and Jeff Kwatinetz were misusing  
 25 and misappropriating Big3 monies, assets, and materials to fund lavish lifestyles at the  
 26 expense of and detriment to Big3 and its investors, sponsors, and partners.



132. Defendants Al-Rumaihi and Sabi were acting in concert with each other and with the other defendants and in furtherance of that conspiracy in making the disparaging statements as set out herein including to Mr. Mohammed Al-Rafi, asserting Mr. Kwatinetz and Ice Cube were committing grave financial misconduct and engaging in self-dealing as to Big3. Defendants made these false and disparaging statements to numerous existing and prospective investors, sponsors, players, consultants and partners.

133. Defendants also harmed Plaintiffs by making damaging and offensive statements that the leadership and operating personnel of Big3 were “racist,” and “hostile,” and that plaintiff Kwatinetz used the term “Rich Nig\*as” to a former employee Kai Henry on several occasions. The statement was published by Defendants to numerous individuals as stated above, and through a press release and defamatory public relations efforts designed to “change the narrative” from the Defendants’ failure to pay Big3 what was owed under the Unit Purchase Agreement.

134. The individuals and public who received and heard the defamatory publications understood said publications to be about Plaintiffs, and to mean that Plaintiffs were fraudsters, illegally using Big3 funds for improper purposes and were racist, hostile, and used racial slurs.

135. Defendants made such statements with malice, in that they knew said statements to be false, and intended the statements to cause grievous harm to Plaintiffs and Big3, in that Big3 was founded on principles of diversity, inclusion, and equal opportunity, and has a Board of Directors, staff, and employees composed primarily of African Americans, females, and minorities. The statements by Defendants were intended to create disunity and disruption in and to the league, and to investors and potential sponsors.

136. Defendants’ conduct was malicious, fraudulent, oppressive, and/or done with a reckless disregard for the rights of all Plaintiffs, thus giving rise to punitive

1 damages. Plaintiff Kwatinetz specifically has represented minorities and diverse  
 2 clients for his entire life and such defamation was intended to harm his ability to  
 3 continue to do so.

#### 4 **Second Claim for Relief**

##### 5 **(For Defamation *Per Se* by each Plaintiff against All Defendants)**

6 137. Plaintiffs repeat, reallege, and incorporate herein by reference as though  
 7 fully set forth, the allegations contained in the preceding paragraphs of this second  
 8 amended complaint.

9 138. Plaintiffs claim that Defendants harmed Plaintiffs by accusing Mr.  
 10 Kwatinetz and Ice Cube as set out herein of criminal financial mismanagement and  
 11 self-dealing in connection with Big3's operations and activities and that Big3 was a  
 12 poorly run company on the verge of financial collapse due to its founders' wrongful  
 13 acts. Defendants made these false and disparaging statements to Mr. Mohammed Al-  
 14 Rafi and numerous existing and prospective investors, sponsors, players, consultants  
 15 and partners.

16 139. Plaintiffs claim that Defendants also harmed Plaintiffs by making  
 17 harmful and offensive statements that Plaintiffs were "racist," "hostile," and that  
 18 Plaintiff Kwatinetz used the term "Rich Nig\*as" to a former employee Kai Henry on  
 19 several occasions. The statement was published by Defendants to numerous  
 20 individuals as stated above, and through a press release and defamatory public  
 21 relations efforts designed to "change the narrative" from the Defendants' failure to  
 22 pay Big3 what it owed under the Unit Purchase Agreement.

23 140. The individuals and public who received and heard the defamatory  
 24 publications understood said publications to be about Plaintiffs, and to mean that  
 25 Plaintiffs were engaging in criminal financial misdealing as to Big3, and were racist,  
 26 hostile, and use racial slurs.

141. Defendants made such statements with malice, in that they knew said statements to be false, and intended the statements to cause grievous harm to Plaintiffs and the Big3, in that the Big3 was founded on principles of diversity, inclusion, and equal opportunity, and has a Board of Directors, staff, and employees composed primarily of African Americans, females, and minorities. The statements by Defendants were intended to create disunity and disruption in and to the league, and to investors and potential sponsors.

142. Defendants' conduct constitutes "Defamation *Per Se*," in that the defamatory statements related to matters incompatible with the business, trade, profession, or office of Plaintiffs. Defendants conduct was malicious, fraudulent, oppressive, and/or done with a reckless disregard for the rights of all Plaintiffs, thus giving rise to punitive damages.

### **Third Claim for Relief**

#### **(For Trade Libel by Plaintiff Big3 against All Defendants)**

143. Plaintiffs repeat, reallege, and incorporate herein by reference as though fully set forth, the allegations contained in the preceding paragraphs of this second amended complaint.

144. Plaintiffs claim that Defendants' defamatory statements, as alleged above, would be clearly and necessarily understood to disparage Big3 and the services and products associated with the league.

145. Specifically, Defendants and each of them, in the effort to undermine the current Big3 leadership, falsely and absurdly told players and third-parties that the league was not being managed properly and not accepting their money, which is belied by the contemporaneous messages and records.

146. In further pursuing Defendants' conspiracy to disrupt and destabilize Big3's operations and ability to continue as an ongoing commercial enterprise, defendants Al-Rumaihi and Sabi in connection with their commercial activities and

investments, made damaging and false statements to influential international businessmen and businesswomen including Mohammed Al-Rafi, and on information and belief, to multiple Big3 players and league insiders, as alleged above, that plaintiffs Ice Cube and Jeff Kwatinetz were misusing and misappropriating Big3 monies, assets, and materials to fund lavish lifestyles at the expense of and detriment to Big3 and its investors, sponsors, and partners.

147. Defendants published said defamatory statements to individuals and for mass consumption with a coordinated defamatory public relations campaign.

148. Defendants intended to cause and did in fact cause financial harm with respect to Plaintiff Big3's business relationships with third-parties.

149. Defendants knew the statements they made and caused to be made were false and defamatory.

150. Defendants' conduct was malicious, fraudulent, oppressive, and/or done with a reckless disregard for the right of all Plaintiffs, thus giving rise to punitive damages.

#### **Fourth Claim for Relief**

#### **(For Intentional Interference with Prospective Economic Relations by each Plaintiff against All Defendants)**

151. Plaintiffs repeat, reallege, and incorporate herein by reference as though fully set forth, the allegations contained in the preceding paragraphs of this second amended complaint.

152. Defendants were aware of numerous contractual relationships Plaintiffs entered and/or intended to enter, including contracts with plaintiff Big3's former commissioner, investors, media contracts, and sponsorship opportunities with third-parties.

153. As described in the "defamations and trade libel" background allegations section set out at paragraphs 98-128 above, Defendants made or aided and abetted in

1 the making of defamatory statements of and concerning Plaintiffs with the intent of  
 2 interfering and causing disruption with existing and prospective contracts entered by  
 3 Plaintiffs, to which Defendants knew that disruption in the contractual relations was  
 4 certain or substantially certain to occur.

5 154. In furtherance of Defendants' conspiracy to disrupt and interfere with  
 6 Big3's operations and destabilize Big3's leadership, defendants Al-Rumaihi and Sabi  
 7 made defamatory statements about plaintiffs Ice Cube and Mr. Kwatinetz to highly  
 8 influential businessmen and businesswomen, whom Defendants knew had ongoing  
 9 economic relations with Big3, including Mr. Mohammed Al-Rafi. Al-Rumaihi and  
 10 Sabi told Plaintiffs' investors, sponsors and partners that both Mr. Kwatinetz and Ice  
 11 Cube were misusing and misappropriating (i.e. stealing) Big3 assets to fund lavish  
 12 personal lifestyles, including by travelling by private planes at Big3's expense. These  
 13 statements were false. Al-Rumaihi and Sabi knew the statements were false at the time  
 14 they made them and intended the statements to harm Plaintiffs. The false statements  
 15 Defendants made dissuaded Mr. Al-Rafi from further investment in Big3.

16 155. Plaintiffs were damaged in the disruption of their contractual  
 17 relationships including by losing potential investors, sponsors and partners and not  
 18 being offered opportunities that would otherwise have been available to Plaintiffs but  
 19 for Defendants' wrongful interference, defamatory publications and acts in  
 20 furtherance of Defendants' conspiracy to destabilize Big3 and damage and destroy  
 21 Plaintiffs' reputations.

22 156. Defendants were a substantial factor in causing Plaintiffs' harm.

23 157. Defendants' conduct was malicious, fraudulent, oppressive, and/or done  
 24 with a reckless disregard for the rights of all Plaintiffs, thus giving rise to punitive  
 25 damages.

26 **WHEREFORE**, Plaintiffs pray for judgment as follows:

27 1. For general damages in an amount to be determined by proof at trial;

2. For special damages in an amount to be determined by proof at trial;
3. For punitive and exemplary damages against the defendants;
4. For pre- and post-judgment interest according to proof;
5. For costs of suit, including reasonable attorneys' fees, statutory fees, and costs as provided by statute;
6. Injunctive relief;
7. For all other relief as this Court may deem just and proper.

A TRIAL BY JURY PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE  
38 AND CONSTITUTIONAL AMENDMENT SEVEN IS HEREBY DEMANDED.

DATED: December 20, 2018

GERAGOS & GERAGOS, APC

By: /s/ Ben Meiselas

MARK J. GERAGOS

BEN J. MEISELAS

DAVID A. ERIKSON

Attorneys for Plaintiffs